

ATTACHMENT J.5

SMALL AND LOCAL BUSINESS OPPORTUNITY COMMISSION CERTIFICATION PACKAGE

****THIS APPLICATION IS FOR INFORMATIONAL PURPOSES ONLY.
DO NOT SUBMIT THIS APPLICATION. APPLICATIONS MUST BE FILLED OUT ONLINE.**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT**



**CERTIFIED BUSINESS ENTERPRISE (CBE) PROGRAM
CERTIFICATION APPLICATION**

On behalf of the business identified below, the undersigned understands and/or agrees to the following:

- A. This certification application is being submitted pursuant to the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, (D.C. Law 16-33; D.C. Official Code § 2-218.01 *et seq*), and applicable regulations;
- B. All supporting documents, if not submitted with this application, will be provided directly to the Department of Small and Local Business Development (DSLBD). Failure to submit all required documentation, within thirty (30) business days, could result in the rejection of this application;
- C. The business will cooperate with the DSLBD during the certification process and, if required by the DSLBD, will allow site inspections, access to records, and/or discussions with representatives of the business in order to assist the applicant in fulfilling the application requirements;
- D. Any change in information submitted with this application that could affect the eligibility if the business for certification will be timely reported to the DSLBD; and
- E. The District of Columbia's Office of the Attorney General may bring civil action in the Superior Court of the District of Columbia against a business enterprise and the directors, officers, or principals thereof that is reasonably believed to have obtained certification by fraud or deceit or to have willfully furnished substantially inaccurate or incomplete information to the DSLBD. A business enterprise or individual found guilty in such a proceeding shall be subject to a civil penalty of not more than \$100,000.

1. Business Enterprise Name _____
Email _____ Tel (____) _____ Fax (____) _____

2. Business Enterprise Mailing Address _____
City _____ State _____ Zip _____ Ward # _____

3. Principal Contact Person _____ Title _____
Email _____ Tel (____) _____ Fax (____) _____

4. List Business Enterprise Structure (choose one):
☐ Corporation ☐ Limited Liability Corporation ☐ Partnership ☐ Sole Proprietorship

5. Date Business Enterprise Established _____ If corporation, location of incorporation _____

6. Primary business activity (if diversified, percent of each adding up to a total of 100%):

% <input type="checkbox"/> Broker/Agent	% <input type="checkbox"/> Consultant/Professional Service Provider	% <input type="checkbox"/> Construction Contractor	% <input type="checkbox"/> Developer
% <input type="checkbox"/> Distributor	% <input type="checkbox"/> Financial Institution/Service Provider	% <input type="checkbox"/> Manufacturer	% <input type="checkbox"/> Retailer
% <input type="checkbox"/> Service Provider	% <input type="checkbox"/> Wholesaler	% <input type="checkbox"/> Other (Please describe)	

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7. List the following business enterprise information (please contact listed reference phone numbers for personal assistance):

Federal Employer ID: 800-829-1040	No.:
Dunn & Bradstreet No.: 800-333-0505	No.:
Local Unemployment Compensation No.: (applicable, only if you have employees) 202-724-7566	No.:

8. Describe in detail the business enterprise's product line, trade or services below (attach additional pages if necessary):

9. Briefly describe any specialties:

10. List National Institute of Government Policies (NIGP) Commodity Codes (<http://dslhd.dc.gov>) and corresponding description:

11. Does the business enterprise have any other business locations (i.e., satellite office/storage/warehouse, etc.)? Yes ☐ No ☐

List All Operating Facilities or other Office Locations including Storage/Warehouse Facilities	Address, City, State, Zip

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12. List office equipment and vehicles of the business enterprise, and identify location where equipment or vehicle can be found. (attach additional pages if necessary)

List Equipment (make & model) & Vehicles (year, make & model) Owned and/or Leased	Storage Location of Equipment & Vehicles

13. List all managerial employees:

Name	Title	Business Address

14. List all original and current owners/stockholders of the business enterprise (attach additional page if necessary):

List Total Corporate Shares Authorized _____

Name of Owners/Stockholders Home Address, Home Phone Number	US Citizen or LPR*	DC Resident (Y/N)	Number of Shares	Percentage of Ownership	Gender (M/F) (optional)	LGBT** (Y/N) (optional)	Race/ Ethnicity (optional)

* Lawful Permanent Resident

** Lesbian, Gay, Bisexual or Transgendered

15. Are any of the senior management working outside of the business enterprise? Yes No If yes, please provide name of employer, owner's respective title and time spent in the office of the business enterprise.

16. Has the business enterprise, or any of its directors, officers, or principals, been found to have violated any District of Columbia law or regulation that is applicable to the applicant's business? Yes No

If yes, explain:

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17. Has the business enterprise, or any of its directors, officers, or principals, been convicted of a crime that bears directly on the fitness of the applicant, holder, or participant to ethically participate in the programs established pursuant to the Act? Yes No

If yes, explain:

18. List current members of Board of Directors and Officers of the Corporation:

Current Board of Directors/Owners

Name Title	Occupation	Date Appointed	Home Address	Home Phone

Officers of Corporation/Key Personnel

Name Title	Date Appointed	Office Address	Office Phone

19. List Bonding Information: (required for construction contractors)

Name of Bonding Company _____
Address _____ City _____ State _____ Zip _____
Contact Person _____ Phone (____) _____ Fax (____) _____
List bonding specialties (if any) _____ Bonding Limit \$ _____

20. List Insurance Information: (General Liability Insurance required for all business enterprises)

Name of Insurance Company _____
Address _____ City _____ State _____ Zip _____ / _____
Contact Person _____ Phone (____) _____ Fax (____) _____
List insurance type _____ Liability Limit \$ _____

21. List Business Banking Information: (Business bank account required for all business enterprises)

Primary Business Bank _____
Address _____ City _____ State _____ Zip _____
Contact Person _____ Phone (____) _____ Fax (____) _____

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22. List total amount of taxes paid to DC Government (specify type of taxes paid in the current and latest tax year):

Check all that apply	Current, Year-to-Date	Last Fiscal Year 20__
<input type="checkbox"/> Arena	\$ _____	\$ _____
<input type="checkbox"/> Ballpark Sales	\$ _____	\$ _____
<input type="checkbox"/> Corporate	\$ _____	\$ _____
<input type="checkbox"/> Fuel	\$ _____	\$ _____
<input type="checkbox"/> Personal Property	\$ _____	\$ _____
<input type="checkbox"/> Sales and Use	\$ _____	\$ _____
<input type="checkbox"/> Real Estate	\$ _____	\$ _____
<input type="checkbox"/> Unemployment	\$ _____	\$ _____
<input type="checkbox"/> Other	\$ _____	\$ _____

23. List the Certified Business Enterprise (CBE) status you are applying for (please choose all that are applicable and refer to the Supporting Documentation Checklist”).

☐ **Local Business Enterprise** (all certified business enterprises must qualify as local; business enterprises that do not qualify as local, can not qualify for any other CBE status)

☐ **Small Business Enterprise** (if certified by the United States Small Business Administration as a small business concern under the Small Business Act, or if average gross revenue for the preceding three years does not exceed the applicable revenue limit below)

☐ **Disadvantaged Business Enterprise** (please include Disadvantaged letter and notarized DBE form)

☐ **Resident Owned Business** (include signed copy of most recent DC personal tax returns)

☐ **Longtime Resident Business** (include documentation such as tax returns, leases or deeds, and/or utility bills for the past 20 years if a local business, or for the past 15 years if a small business)

☐ **Local Business with a Principal Office Located within a District Enterprise Zone** – (please verify at <http://dslbd.dc.gov>)

For Small Business Enterprise Certification Only	
Industry Type	Revenue Limit
Construction, Heavy (Street and Highways, Bridges, etc.)	\$23 million
Construction, Building (General Construction, etc.)	\$21 million
Construction, Specialty Trades	\$13 million
Goods & Equipment	\$20 million
General Services	\$19 million
Professional Services, Personal Services (Hotel, Beauty, Laundry, etc.)	\$5 million
Professional Services, Business Services	\$10 million
Professional Services, Health & Legal Services	\$10 million
Professional Services, Health Facilities Management	\$19 million
Manufacturing Services	\$10 million
Transportation & Hauling Services	\$13 million
Financial Institutions	\$300 million

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24. Business, professional and/or trade licenses (if applicable):

License Type	License Number	License Expiration Date	Authorizing Entity of License

25. What is the value of the total fixed (excluding cash or liquid) assets of the business enterprise, and the value and percentage of fixed assets located in the District of Columbia? (Amounts should coincide with Fixed Asset Inventory submitted)

\$ _____ \$ _____ %
 Total Assets Fixed Assets in DC Percentage of Fixed Assets in DC

26. List the total number of employees, and corresponding number of employees who are residents of the District of Columbia, on payroll with the business enterprise for the preceding three years.

Year	Number of Employees	Number of D.C. Residents Employees	Number of Full-Time Employees	Number of Part-Time Employees	Number of D.C. Resident Full-Time Employees	Number of D.C. Resident Part-Time Employees

27. List Gross Annual Revenues for the Last Three (3) Years:

Year Gross Annual Revenue
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____

28. List Source of Business Revenues from most recent fiscal year:

Source of Business Revenues Contracts/Sales	Fiscal Year	Amount	Percentage of Total Revenues
DC Government Contracts Prime		\$	
DC Government Contracts Sub		\$	
Federal Government Contracts Prime		\$	
Federal Government Contracts Sub		\$	
Private Sector		\$	
Other State or Local Contracts		\$	
Total		\$	100%

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29. Have you previously worked and/or are you currently working on any contracts with the District of Columbia? Yes No

30. List the contract and dollar value of the firm's three (3) largest contracts over the last three years:

Contract	Dollar Amount	Date Completed	Prime/Sub Contractor

31. Does the business enterprise have any other affiliated entities (e.g. parent company, subsidiary, etc.)? Yes No If yes, please provide a copy of three years of Federal and State income taxes, and the most recent UC-30 of the affiliate(s).

32. Does the business enterprise currently hold any other certifications (e.g. SBA, MDOT, MWAA, WMATA, NMSDC, WBENC, VDOT, etc.)? Yes No If yes, please provide the following information.

	Issue Date	Expiration Date
Small Business Association (SBA)		
Maryland Department of Transportation (MDOT)		
Virginia Department of Transportation (VDOT)		
Metropolitan Washington Airport Authority (MWAA)		
Washington Metropolitan Area Transit Authority (WMATA)		
National Minority Supplier Development Council (NMSDC)		
Women's Business Enterprise National Council (WBENC)		

33. Complete and have notarized the attached affidavit and submit it, along with all other application documents, to:

District of Columbia
Department of Small and Local Business Development
441 4th Street, NW, Suite 970N
Washington, DC 20001
Tel: (202) 727-3900
Fax: (202) 724-3786

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SWORN AFFIDAVIT

The undersigned, as a duly authorized representative of (Business Enterprise Name) _____, swears (or affirms) that the statements made as part of the attached certification application and submitted with or without a bid or proposal request to the Department of Small and Local Business Development are true and correct and include all material information necessary:

1. To identify and explain the operations of the company;
2. To identify the ownership of the company ; and, otherwise,
3. Establish the company's eligibility for certification under the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended (D.C. Law 16-33; 52 DCR 7503) D.C. Official Code § 2-218.01 *et seq.*

Sign only in the presence of a Notary Public

Signature: _____ Date: _____

Name (please print): _____ Title: _____

Signed and sworn to (or affirmed) before me this ____ day of _____, _____, by _____, who is well known to me as the person who executed the foregoing affidavit and who acknowledged the same to be his/her free act and deed.

Before me personally (name of Notary Public): _____
(Please Print)

City of: _____ State of: _____

Notary Signature: _____

(Seal)

My Commission expires: _____

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CHECKLISTS

Sole Proprietorship

- o Affidavit
- o Business, professional and/or trade licenses
- o Certificate of occupancy or home occupancy permit
- o Most recent Certificate of Good Standing or Notice of Tax Registration issued by Office of Tax and Revenue
- o Company capability statement, including a brief description of products or services
- o District or state and federal tax returns, last three years, and all schedules (signed)
- o Dun & Bradstreet Number (DUNS)
- o Current financial statement – Balance Sheet, Profit and Loss Statement, and Fixed Asset Inventory (no older than 90 days)
- o Lease or deed for business site (signed)
- o Most recent Form UC-30 (Employer's Quarterly Contribution and Wage Report) (if applicable)
- o List of Current Employees (including name and home address for each employee)
- o Proof of citizenship (e.g. birth certificate, passport or permanent resident card)
- o Proof of residency (e.g. copy of driver's license or DMV picture ID and copy of current residential utility bill or voter registration card)
- o Resumes of key personnel

Partnership

- o Affidavit
- o Company capability statement, including a brief description of products or services
- o Business, professional and/or trade licenses
- o Most recent Certificate of Good Standing or Notice of Tax Registration issued by Office of Tax and Revenue
- o Most recent Certificate of Good Standing issued by Department of Consumer and Regulatory Affairs
- o Certificate of occupancy or home occupancy permit
- o District or state and federal tax returns for each partner, or Business Partnership Tax Returns, last three years, and all schedules (signed)
- o Dun & Bradstreet Number (DUNS)
- o Current financial statement – Balance Sheet, Profit and Loss Statement, and Fixed Asset Inventory (no older than 90 days)
- o Lease or deed for business site (signed)
- o Partnership agreement, buy-out rights and profit sharing agreement
- o Most recent Form UC-30 (Employer's Quarterly Contribution and Wage Report) (if applicable)
- o List of Current Employees (including name and home address for each employee)
- o Proof of citizenship (e.g. birth certificate, passport or permanent resident card—submit only one)
- o Proof of residency (e.g. copy of driver's license or DMV picture ID and copy of current residential utility bill or voter registration card)
- o Resume for each partner

Corporation

- o Affidavit
- o Articles of incorporation
- o Business, professional and/or trade license(s)
- o By-laws of corporation and any amendments
- o Certificate of incorporation
- o Certificate of occupancy or home occupancy permit
- o Company capability statement, including a brief description of products or services
- o District or state and federal tax returns, last three years, and all schedules (signed)
- o Copy of each stock certificate issued (front and back) and stock ledger
- o Current financial statement – Balance Sheet, Profit and Loss Statement, and Fixed Asset Inventory (no older than 90 days)
- o Dun & Bradstreet number (DUNS)
- o Lease or deed for business site (signed)
- o Minutes of first and most recent organizational meeting
- o Most recent Certificate of Good Standing or Notice of Tax Registration issued by Office of Tax and Revenue
- o Most recent Certificate of Good Standing issued by Department of Consumer and Regulatory Affairs
- o Most recent Form UC-30 (Employer's Quarterly Contribution and Wage Report) (if applicable)
- o List of Current Employees (including name and home address for each employee)
- o Resumes of key personnel
- o Proof of citizenship of principal owner(s) (e.g. birth certificate, copy of passport, or permanent resident card)
- o Proof of residency of principal owner(s) (e.g. copy of driver's license or DMV picture ID and copy of current residential utility bill or voter registration card)

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Limited Liability Corporation (LLC)

- Affidavit
- Articles of organization
- Operating agreement
- Business, professional and/or trade license(s) (if applicable)
- Certificate of organization
- Certificate of occupancy or home occupancy permit
- Company capability statement, including a brief description of products or services
- District or state and federal tax returns, last three years, and all schedules (signed)
- Current financial statement – Balance Sheet, Profit and Loss Statement, and Fixed Asset Inventory (no older than 90 days)
- Dun & Bradstreet number (DUNS)
- Lease or deed for business site (signed)
- Minutes of first and most recent organizational meeting
- Most recent Certificate of Good Standing or Notice of Tax Registration issued by Office of Tax and Revenue
- Most recent Certificate of Good Standing issued by Department of Consumer and Regulatory Affairs
- Most recent Form UC-30 (Employer's Quarterly Contribution and Wage Report) (if applicable)
- List of Current Employees (including name and home address for each employee)
- Resumes of key personnel
- Proof of citizenship of principal owner(s) (e.g. birth certificate, copy of passport, or permanent resident card)
- Proof of residency of principal owner(s) (e.g. copy of driver's license or DMV picture ID and copy of current residential utility bill or voter registration card)

Disadvantaged Business Enterprise (DBE)

- DBE Form
- DBE Narrative Letter (on letterhead, signed and dated)
- Submit personal District or state and federal tax returns for the last year (signed)
- Personal Financial Statement

Resident Owned Business (ROB)

- Residential lease or deed
- Submit personal District or state and federal tax returns for the last year (signed)
- Proof of residency of principal owner(s) (e.g. copy of driver's license or DMV picture ID and copy of current residential utility bill or voter registration card)

Local Business with a Principal Offices Located within an Enterprise Zone (DZE)

- Verification from the Enterprise Zone Finder Map (please verify at <http://dslbd.dc.gov>)

Longtime Resident Business (LRB)

- Business which has been continuously eligible for certification as a local business enterprise for twenty (20) consecutive years, or a small business which has been continuously eligible for certification as a local business for fifteen (15) years
- Submit Twenty (20) or Fifteen (15) years of District tax returns as proof of continuous eligibility

All Businesses Less Than One Year Old

- Business Plan
- Proof of capital injection (e.g. current bank statement)

Recertification

- Business, professional and/or trade licenses
- Most recent Certificate of Good Standing issued by Office of Tax and Revenue
- Most recent Certificate of Good Standing issued by Department of Consumer and Regulatory Affairs
- District or state and federal tax returns, last two years, and all schedules (signed)
- Current financial statement – Balance Sheet, Profit and Loss Statement, and Fixed Asset Inventory (no older than 90 days)
- Lease or deed for business site (signed)
- Most recent Form UC-30 (Employer's Quarterly Contribution and Wage Report) (if applicable)
- List of Current Employees (including name and home address for each employee)

Upgrade

- Additional NIGP Codes
 - Submit proof of capabilities (i.e., receipts from customers, invoices with proof of payment, paid contracts including proof of payment, resumes/degrees/certifications) related to the requested codes)
- Address Change
 - Copy of lease or deed for business location
 - Certificate of occupancy or home occupation permit

ATTACHMENT J.6

Contractor's Past Performance Evaluations
(Must be completed by at least two references)



Office of Contracting
& Procurement

Government of the
District of Columbia

SUMMARY EVALUATION OF CONTRACTOR/PROVIDER PAST PERFORMANCE

(Please Read The Attached instructions Prior To Completing This Form.)

CONTRACTOR/PROVIDER INFORMATION		MONITORING INFORMATION		1. CONTRACT NUMBER:	
2. Name of Contractor: Name: Address: City: State: Zip Code: Telephone: Facsimile: E-mail: Point of Contact:		3. Contract Administrator/COTR: Name: Address: City: State: Zip Code: Telephone: Facsimile: Agency: E-mail:		4. CLASSIFICATION (Check boxes that apply) <input type="checkbox"/> a. Small Purchase <input type="checkbox"/> b. Contract Action <input type="checkbox"/> c. DC Supply Schedule <input type="checkbox"/> d. Delivery Order <input type="checkbox"/> e. Fed Supply Schedule <input type="checkbox"/> f. Intra-District <input type="checkbox"/> g. MOU <input type="checkbox"/> h. COOP Purchase <input type="checkbox"/> i. LSDBE <input type="checkbox"/> j. Subcontract	
6. CONTRACTOR TAX IDENTIFICATION NUMBER:		7. Contract Monitor: Name: Address: Telephone: Facsimile: Agency: E-mail:		5. DATE OF AWARD:	
9. CAPTION / DESCRIPTION:				8. COST ON DATE OF AWARD:	
				10. FINAL CONTRACT COST:	
11. CONTRACT PERIOD: (Specify Month, Day, Year) From _____ To _____				12. PERIOD OF PERFORMANCE EVALUATION REVIEW: (Specify Month, Day, Year) From _____ To _____	
13. Evaluate the Contractor's adherence to the specific contract requirements or Scope of Work.				0. <input type="checkbox"/>	1. <input type="checkbox"/>
14. Evaluate the quality of the Contractor's delivered item or final work product, or service.				0. <input type="checkbox"/>	1. <input type="checkbox"/>
15. Evaluate the timeliness and adherence to interim and final delivery requirements and milestones.				0. <input type="checkbox"/>	1. <input type="checkbox"/>
16. Evaluate the reliability of the Contractor.				0. <input type="checkbox"/>	1. <input type="checkbox"/>
17. Evaluate the effectiveness of the Contractor's service delivery and interaction.				0. <input type="checkbox"/>	1. <input type="checkbox"/>
18. Evaluate the accuracy, timeliness, and completeness of contractor's documentation.				0. <input type="checkbox"/>	1. <input type="checkbox"/>
19. Evaluate contractor's technical performance and approach to the contract.				0. <input type="checkbox"/>	1. <input type="checkbox"/>
20. Evaluate the ability of contractor to deliver or perform at the original price or budget.				0. <input type="checkbox"/>	1. <input type="checkbox"/>
21. Evaluate the effectiveness of Project Management. (Check only if applicable.)				0. <input type="checkbox"/>	1. <input type="checkbox"/>
Evaluate the Contractor's compliance with Safety Standards. (Check if Applicable) (Required for construction contracts.)				0. <input type="checkbox"/>	1. <input type="checkbox"/>
23. Evaluate the Contractor's compliance with Labor Standards. (Required for construction contracts.)				0. <input type="checkbox"/>	1. <input type="checkbox"/>
24. Evaluate Contractor's facility(ies) (Check only if applicable. Note each location, if more than one).				0. <input type="checkbox"/>	1. <input type="checkbox"/>
25. Provide an OVERALL PERFORMANCE EVALUATION RATING and add any additional comments. (Attach separate sheet if necessary.)				0. <input type="checkbox"/>	1. <input type="checkbox"/>
				2. <input type="checkbox"/>	3. <input type="checkbox"/>
				4. <input type="checkbox"/>	5. <input type="checkbox"/>
26. Evaluator		a. Name:		b. Signature:	
				c. Date	
27. Contracting Officer Review		a. Name:		b. Signature:	
				c. Date	
				d. Comments:	
DISTRIBUTION [FOR OCP USE ONLY]:					
<input type="checkbox"/> a. Procurement File		<input type="checkbox"/> e. Contract Administrator/COTR		<input type="checkbox"/> i. Agency Chief Financial Officer	
<input type="checkbox"/> b. Agency Chief Contracting Officer		<input type="checkbox"/> f. Contract Monitor		<input type="checkbox"/> j. D.C. Office of Inspector General	
<input type="checkbox"/> c. Chief Procurement Officer (CPO)		<input type="checkbox"/> g. Agency Director		<input type="checkbox"/> k. D.C. Office of Local Business Development	
<input type="checkbox"/> d. OCP Headquarters (Quality Assurance)		<input type="checkbox"/> h. Agency Program		<input type="checkbox"/> l. OTHER: _____	

Computer Generated

OCP Form 4001 (Front)

(Rev. 3/2000)

INSTRUCTIONS

GENERAL INSTRUCTIONS:

1. This form shall be generated to rate the performance of any contractor, provider, or supplier of goods and services to the District of Columbia.
2. The performance shall be summarized in the comments blocks included on the front of this form by checking the appropriate rating block, and adding any additional comments.
3. If there is not enough space to provide additional comments, please provide the comments on a separate sheet and attach that sheet to the form.
4. Please complete and transmit the attached form to your Agency Chief Contracting Officer in the Office of Contracting and Procurement (OCP), no less than three (3) weeks from the date that a contract ends; or the final delivery and receipt of goods and services pursuant to a contract; or upon the specific request of a representative of the Office of Contracting and Procurement.
5. Please evaluate the performance of the contractor in each area requested checking the appropriate block on the performance evaluation form in accordance with the Rating Schedule listed below:

RATING SCHEDULE

- | | | |
|-----|-----------------------|---|
| (0) | UNSATISFACTORY | The performance was substandard, and does not meet most contractual requirements. The contractual performance contained serious compliance problems for which the contractor's corrective actions appear or were ineffective. |
| (1) | POOR | The performance was simply marginal, and just barely met the contractual requirements. There are, or were, deficiencies in the overall performance that the contractor needs to address. Generally, there were several concerns with the contractor's performance, quality and service. |
| (2) | SATISFACTORY | The performance acceptably meets or met the contractual requirements. The performance was timely, in compliance with the contractual requirements. Generally, there were a few minor difficulties or problems for which corrective action were undertaken by the contractor and were successful. |
| (3) | GOOD | The performance on this contract was more than satisfactory and exceeded some of the contractual requirements. The performance was more than timely and the quality of service above compliance with the requirement. Generally, there was good satisfaction and happiness with the contractor performance, quality, and service. |
| (4) | VERY GOOD | The performance met and exceeded most of the contractual requirements, to the benefit of the government, resulting in a high standard of quality, timeliness, and overall customer satisfaction. There were minimal difficulties with this contract for which all corrective actions undertaken by the contractor were met and fully implemented by the contractor. |
| (5) | OUTSTANDING | The performance of the contractor ALWAYS exceeds the contractual requirements, and was reflected by a continued pattern of an exceptional quality goods (or service, or work product); a continued pattern of advance delivery of goods or completion of services; a continued pattern of always performing at or below budget costs; and an unusual pattern of responsiveness to customer concerns; and an exceptionally high standard of demonstrated technical excellence. There were no contractor difficulties with this contract for which corrective action was required. |

6. A written, detailed narrative **SHALL** be provided to support and sustain all ratings of **UNSATISFACTORY** or **OUTSTANDING**. Please attach additional sheets, if needed.

SPECIFIC INSTRUCTIONS: (All items **MUST** be completed):

- | | |
|-----------|---|
| Block 1. | Insert the assigned, official contract number of the contract. |
| Block 2. | Enter the name, address, telephone and facsimile numbers, and the name of the point of contact of the contractor. |
| Block 3. | Enter the name, address, and telephone, facsimile and e-mail numbers of the Contract Administrator (CA) / Contracting Officer Technical Representative (COTR). |
| Block 4. | Enter the appropriate classification information on the contract, or purchase order. Check all that apply. |
| Block 5. | Enter the contract date of award. |
| Block 6. | Enter the contractor's federal tax identification number that is listed in or on the contract document. |
| Block 7. | Enter a brief statement proving a caption or description of the nature of the contract. |
| Block 8. | Enter the name, address, and telephone and fax numbers of the Contract Monitor, or person completing this evaluation, if other than the CA/COTR. |
| Block 9. | Enter the initial, or agreed upon, price of the contract as listed in the contract or purchase order, <u>exclusive</u> of all modifications. |
| Block 10. | Enter the final cost of the contract, or what has been, or will be paid to the contractor, <u>inclusive</u> of all approved cost modifications. |
| Block 11. | Enter the actual stated contract period of the contract that is listed on the front of the contract document. |
| Block 12. | Enter the specific period for which the performance evaluation is being completed if the specific period is less the total period of the contract. |
| Block 13. | This item is intended to determine whether the contractor met, or is meeting, the specific requirements outlines in the scope of work that is listed in the contract. |
| Block 14. | This item is intended to determine the quality of the contractor goods, service, or work performance. |
| Block 15. | This item is intended to obtain an indication of the timeliness of performance. Ask the question: Did the contractor deliver or perform on time? |
| Block 16. | This item is intended to assess whether the customer believes the contractor is reliable enough to be used again by the District. |
| Block 17. | This item is intended evaluate how well the contractor interacted with the District. Was the contractor responsive, flexible, cooperative, and professional. |
| Block 18. | This item is intended to assess the contractor's consistency in submitting the complete documents for payment, and other administrative documents including compliance on obtaining adequate liability insurance coverage where that requirement is applicable. |
| Block 19. | This item is intended to ascertain whether the vendor demonstrated originality and resourcefulness in handling issues addressed in a more traditional manner. |
| Block 20. | This item is intended to evaluate the contractor complied with the stated, or negotiated, contract cost. |
| Block 21. | This item addresses the extent, effectiveness, and overall management capability of the contractor. (Primarily in service, consulting and construction contracts.) |
| Block 22. | This item addresses the extent to which the contractor met compliance requirements for a safe work site. (Primarily applicable in construction contracts.) |
| Block 23. | This item addresses the extent to which the contractor met compliance requirements for labor standards and laws. |
| Block 24. | This item is intended to evaluate whether the facilities that are provided by the contractor to the District met requirements, including whether the facilities were clean, and safe; and met all District housing and building code requirements, or had a Certificate of Occupancy, where applicable. |
| Block 25. | Provide an OVERALL PERFORMANCE RATING assessing on the contractor's performance. The rating must be consistent with the prior ratings. |
| Block 26. | The Evaluator completing this performance evaluation shall sign and enter the date of signature. |
| Block 27. | The Contracting Officer shall review, and shall sign and enter the date of signature. |

PART IV

**SECTION K: CERTIFICATIONS, REPRESENTATIONS AND OTHER
STATEMENTS OF BIDDERS**

- K-1. Certification of Eligibility**
- K-2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction**
- K-3. Payment to Subcontractor and Suppliers Certification**
- K-4. Equal Opportunity Compliance**
- K-5. Tax Certification Affidavit**
- K-6. Bid Bond**
- K-7. Certification as to Corporation**
- K-8. Certification of Independent Price Determination**
- K-9. Employment Agreement**
- K-10. Certification under "Buy American Act" (applicable to purchase of material and equipment)**
- K-11. Certification as to Type of Business Organization**

K-1

CERTIFICATE OF ELIGIBILITY

CERTIFICATION OF ELIGIBILITY

_____, being duly sworn (or
(President or Authorized Official of Bidder)
under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the
Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal
investigator, project director, manager, auditor, or any position involving the administration of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any
Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District or state
agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent
jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability of
offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action.
Providing false information may result in criminal prosecution or administrative sanctions.

Contractor

President or Authorized Official

Date

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986
(Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this _____ day of _____

At _____
City and State

Notary Seal

Notary Public

K-2

CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

**CERTIFICATION REGARDING DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

_____, being duly sworn (or
(President or Authorized Official of Bidder)
under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the
Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal
investigator, project director, manager, auditor, or any position involving the administration of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any
Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District or state
agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent
jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability of
offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action.
Providing false information may result in criminal prosecution or administrative sanctions.

Contractor

President or Authorized Official

Date

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31
U.S.C. 3801-3812).

Subscribed and sworn before me this _____ day _____

At _____
City and State

Notary Seal

Notary Public

K-3

**CERTIFICATE OF PAYMENT TO
SUBCONTRACTOR AND SUPPLIERS
CERTIFICATION**

Project Name: Interior Build-Out of the Georgetown Neighborhood Library
Solicitation Number: DCPL-2008-I-0042

PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE

The Contractor, prior to receiving a progress payment, shall submit to the Contracting Officer, certification that the Contractor has made and will make timely payments to his subcontractor and suppliers per his contractual arrangements with them.

The certification must be accompanied by a list of all subcontractor and suppliers who will receive payment from the invoice and the dollar amount. Payment will not be made until the Prime Contractor submits this information.

Certification shall be made on the following standard form to:

Wayne R. Minor, Chief Procurement Officer
Office of Procurement
901 G Street N.W., Suite 401
Washington, D.C. 20001

I hereby certify:

I have made and/or will make timely payments to all my subcontractor and suppliers per my contractual arrangements with them.

Contractor/Company Name

Signature of Official

Date

Title

K-4

EQUAL OPPORTUNITY COMPLIANCE

NOTE: The note in the top-left box of "SUBCONTRACTOR SUMMARY FORM" stating: "**The standard for minority subcontracting is 25%....**" is superseded by: The revised minimum LSDBE Subcontracting Set-Aside requirements as specified in "Section-M" of this IFB document.

EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION REQUIREMENTS

AFFIRMATIVE ACTION PROGRAM:

Submission by the Contractor and all subcontractor of an Affirmative Action Plan in compliance with the requirements of Mayor's Order 85-85 is a requirement of this contract. These Affirmative Action Plans must be received by Karen Hester, Contracting Officer, Capital Purchasing IPT, Office of Contracting and Procurement 441 4th Street, N.W., Suite 800 South, Washington D.C. 20001, within five (5) working days subsequent to the bid opening. Failure to comply in a timely manner may render the bid non-responsive.

MINORITY AND FEMALE UTILIZATION:

A minority utilization rate of forty-two percent (42%) for each craft and a female utilization rate of six and nine/tenths percent (6.9%) in the Contractor's and subcontractor's aggregate construction workforce is applicable to this project.

DC RESIDENT HIRING GOAL

In accordance with the Mayor's Order 83-265. A signed First source Employment Agreement is a requirement for all contracts of \$100,000.00 or more. Failure to sign the First Source Employment Agreement, included as a part of the bid forms, may render the bid non-responsive. The First source Employment Agreement must be submitted with the bid.

Any agreement of a contractual nature shall contain the following basic goals and objectives for utilization of BONA FIDE residents of the District of Columbia in each project's labor force:

- A. At least fifty-one percent (51%) of all jobs created are to be performed by employees who are residents of the District of Columbia.
- B. At least fifty-one percent (51%) of apprentices and trainees employed shall be residents of the District of Columbia, registered in programs approved by the DC Apprenticeship Council.

APPRENTICESHIP PROGRAM

All prime Contractors and subcontractor who contract with the District of Columbia Government to perform construction or renovation work with a single contract or cumulative contracts of at least \$500,000.00 let within a twelve (12) month period, shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council. (D.C. Code 3-404 1988).

APPRENTICES AND TRAINEES

This S.P. supplements APPRENTICES AND TRAINEES. Article 3 of STANDARD CONTRACT PROVISIONS FOR USE WITH SPECIFICATIONS FOR DISTRICT GOVERNMENT CONSTRUCTION PROJECTS, DATED 1973; as amended by the Transmittal Sheet No.5.

- (1) In Items A, B and C, except for subparagraph C5, wherever the words "Apprenticeship Council, DC Department of Labor" appear, add immediately after: "and/or U.S. Department of Labor."

Project Name: Interior Build-Out of the Georgetown Neighborhood Library
Solicitation Number: DCPL-2008-I-0042

The Contractor and all Subcontractors shall furnish to the Contracting Officer written evidence of the registration of his/her program and apprentice as well as the appropriate ratios and wage rates for the areas of construction, prior to using any apprentice on the contract.

EMPLOYMENT OF THE HANDICAPPED

The Contractor and all subcontractors agree not to discriminate against any handicapped person who is qualified to perform the job and also agrees to take Affirmative Action to hire, recruit, train and upgrade qualified handicapped persons without discrimination.

UTILIZATION OF MINORITY BANKING INSTITUTIONS:

All prime and subcontractor are encouraged to use the services of banks and other financial institutions owned and controlled by minorities and females.

MONTHLY EMPLOYMENT UTILIZATION REPORTS:

Submission of Monthly Employment Utilization Reports (Form AARU-1 02) to the COTR is a requirement of this contract. These reports are due on the last working day of each month at the following address:

***901 G Street NW Suite 443
Washington, DC 20001
Attn: Edward Hampton***

Prime Contractors are responsible for timely submission of these reports from their entire subcontractor. Failure to comply with this requirement may delay partial payment voucher processing.

YOUR LETTERHEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER; (B) RECRUITMENT OR RECRUITMENT ADVERTISING; (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OR COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO SUBSECTION 1103.2 THROUGH 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTION 1103.2 THROUGH 1103.10 SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

AUTHORIZED OFFICIAL AND TITLE

DATE

AUTHORIZED SIGNATURE
NAME

FIRM/ORGANIZATION

YOUR LETTERHEAD

ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED AS PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, _____, THE AUTHORIZED REPRESENTATIVE OF _____, HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THAT THE CONTRACTOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

CONTRACTOR

NAME

SIGNATURE

TITLE

CONTRACT NUMBER

DATE

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4 th Street, NW, Suite 700 South Washington, DC 20001
Instructions: Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement. One copy shall be retained by the Contractor.	
Section A – TYPE OF REPORT	
1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)	
Single Establishment Employer: (1) <input type="checkbox"/> Single-establishment Employer Report	Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report
1. Total number of reports being filed by this Company. _____	
Section B – COMPANY IDENTIFICATION (To be answered by all employers)	
OFFICIAL USE ONLY	
1. Name of Company which owns or controls the establishment for which this report is filed	
Address (Number and street)	
City or Town	
Country	
State	
Zip Code	
b. Employer Identification No.	
2. Establishment for which this report is filed.	
OFFICIAL USE ONLY	
a. Name of establishment	
Address (Number and street)	
City or Town	
Country	
State	
Zip Code	
b. Employer Identification No.	
3. Parent of affiliated Company	
a. Name of parent or affiliated Company	
b. Employer Identification No.	
Address (Number and Street)	
City or Town	
Country	
State	
Zip Code	
Section C - ESTABLISHMENT INFORMATION	
1. Is the location of the establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Did not report last year <input type="checkbox"/> Report on combined basis	
2. Is the major business activity at this establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No report last year <input type="checkbox"/> Reported on combined basis	
2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.	
OFFICIAL USE ONLY	
3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members). <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>	

SECTION D – EMPLOYMENT DATA

Employment at this establishment— Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. *In columns 1, 2, and 3, include ALL employees in the establishment including those in minority groups*

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES							
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	MALE				FEMALE			
				Black (4)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operative (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employment reported in previous report											

(The trainee below should also be included in the figures for the appropriate occupation categories above)

Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Production											

1. How was information as to race or ethnic group in Section D obtained?

a. ☐ Visual Survey c. ☐ Other Specify _____

b. ☐ Employment Record

2. Dates of payroll period used _____

3. Pay period of last report submitted for this establishment. _____

Section E – REMARKS Use this item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

Section F - CERTIFICATION

- Check One 1. ☐ All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
2. ☐ This report is accurate and was prepared in accordance with the instructions.

Name of Authorized Official	Title	Signature	Date
Name of person contact regarding This report (Type of print)		Address (Number and street)	
Title	City and State	Zip Code	Telephone Number Extension

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

**DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT
CONTRACT COMPLIANCE DIVISION**

SUBCONTRACT SUMMARY FORM

This SUMMARY form is to be completed by the PRIME contractor.

BID NO. _____ *NOTE: The standard for minority subcontracting is 25% of the TOTAL contract dollar amount to be subcontracted. NAME OF PRIME CONTRACTOR: _____ TELEPHONE NO. _____ PROJECT NAME: _____ ADDRESS: _____ WARD NO.: _____	CCB NUMBER: _____ of _____ pages AMOUNT OF PRIME CONTRACT: \$ _____ AMOUNT OF ALL SUBCONTRACTS: \$ _____ equals _____% OF THE PRIME CONTRACT. ADDRESS: _____ PROJECT DESCRIPTIONS: _____
--	--

SECTION II LIST ALL SUBCONTRACTORS THAT WILL BE UTILIZED ON THE ABOVE PROJECT					
1. NAME OF SUBCONTRACTOR	2. ADDRESS	3. CONTACT PERSON	4. MBOC CERT. NO.	5. PHONE NO.	1. IS THIS A *MINORITY SUB? ____ YES ____ NO 2. TRADE OR BUSINESS PRODUCT THAT SUB WILL PROVIDE.
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____
1. _____	2. _____	3. _____	4. _____	5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____

TOTAL DOLLAR AMOUNT SUBCONTRACTED TO *MINORITY BUSINESS ENTERPRISES. \$ _____	PERCENT OF PRIME CONTRACT. _____%
---	-----------------------------------

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

MINORITY GROUP EMPLOYEES GOALS					TIMETABLES				
JOB CATEGORIES	<u>MALE</u>				<u>FEMALE</u>				
	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	
OFFICIALS & MANAGERS									
PROFESSIONALS									
TECHNICIANS									
SALES WORKERS									
OFFICE AND CLERICAL									
CRAFTSMANS (SKILLELD)									
OPERATIVE (SEMI-SKILLED)									
LABORERS (UNSKILLED)									
SERVICE WORKERS									
TOTALS									
NAME OF AUTHORIZED OFFICIAL:				TITLE:			SIGNATURE:		
FIRM NAME:						TELEPHONE NO:		DATE:	
INDICATE IF THE PRIME UTILIZES A " <u>MINORITY FINANCIAL INSTITUTION</u> " _____ Yes _____ No									
NAME:									
ADDRESS:									
TYPE OF ACCOUNT/S:									

District of Columbia Register
GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

SUBJECT: Compliance with Equal Opportunity Obligations in Contracts

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by Section 422 of the District of Columbia self-government and Government Reorganization Act of 1973 as amended, D.C. Code section 1-242 (1981-Ed.), it is hereby ORDERED that Commissioner's Order No. 73-51, dated February 28, 1973, is hereby rescinded and reissued in its entirety to read as follows:

1. **Establishment of Policy:** There is established a policy of the District of Columbia Government to:
 - (a) provide equal opportunity in employment for all persons with respect to any contract by and with the Government of the District of Columbia.
 - (b) prohibit discrimination in employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap;
 - (c) provide equal opportunity to all persons for participation in all District of Columbia Government contracts, including but not limited to lease agreements, Industrial Revenue Bond financing, and Urban Development Action grants;
 - (d) provide equal opportunity to minority business enterprises in the performance of District of Columbia Government contracts in accordance with Mayor's Orders, District of Columbia laws, and rules and regulations promulgated by the Minority Business Opportunity Commission; and
 - (e) promote the full realization of equal employment through affirmative, continuing programs by contractors and subcontractors in the performance of contracts with the District of Columbia Government.
2. **Delegation of Authority:** The Director of the Office of Human Rights (hereinafter "Director") is delegated the authority vested in the Mayor to implement the provisions of this order as set forth herein, and any rules, regulations, guidelines, and procedures adopted pursuant thereto.
3. **Responsibilities:** The Director of the Office of Human Rights shall be responsible for establishing and ensuring agency compliance with the policy set forth in this Order, any rules, regulations, and procedures that may be adopted by the Office of Human Rights pursuant to this Order, and any other equal opportunity provisions as may be added as a part of any contract.
4. **Powers and Duties:** The Director of the Office of Human Rights shall have the following powers and duties:
 - (a) to establish standards and procedures by which contractors and subcontractors who perform under District of Columbia Government contracts shall comply with the equal opportunity provisions of their contracts; to issue all orders, rules, regulations, guidelines, and procedures the Director may deem necessary and proper for carrying out and implementing the purposes of this Order;
 - (b) to assume equal opportunity compliance jurisdiction over any matter pending before a contracting agency where the Director considers it necessary or appropriate for the achievement of the purposes of

this Order, keep the contracting agency informed of all actions taken, and act through the contracting agency to the extent appropriate and practicable;

- (c) to examine the employment practices of any District of Columbia Government contractor or subcontractor, or initiate the examination by the appropriate contracting agency to determine whether or not the contractual provisions specified in any rules and regulations adopted pursuant to this Order have been violated, and notify the contracting agency of any action taken or recommended;
- (d) to monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Programs of their contractors to the Office of Human Rights for approval, to ensure compliance with the equal opportunity obligations in contracts;
- (e) to use his or her best efforts to cause any labor union engaged in work under District of Columbia Government contracts, any referral, recruiting or training agency, or any other representative of workers who are or may be engaged in work under contracts and subcontracts to cooperate in and to comply with the implementation of the purposes of this Order;
- (f) to notify, when appropriate, the concerned contracting agencies, the Office of Federal Contract Compliance Programs, the U.S. Department of Justice, or other appropriate Federal, State, and District agencies, whenever the Director has reason to believe that practices of any contractor, labor organization, lending institution, insurance firm, or agency violate provisions of Federal, State, or District, laws;
- (g) to enter, where the determinations are made by Federal, State, or District agencies, into reciprocal agreements with those agencies to receive the appropriate information;
- (h) to hold hearings, public or private, as necessary to obtain compliance with any rules, regulations, and procedures promulgated pursuant to this Order, and to issue orders relating thereto. No order to terminate or cancel a contract, or to withhold from any contractor further District of Columbia Government contracts shall be issued without affording the contractor an opportunity for a hearing. Any order to terminate or cancel a contract or to withhold from any contractor further District of Columbia Government contracts shall be issued in accordance with rules, and regulations pursuant to the Administrative Procedure Act, as amended and;
- (i) to grant waivers from the minimum standards for the employment of minorities and women in Affirmative Action Programs in exceptional cases, as circumstances may warrant.

5. Duties of Contracting Agencies: Each contracting agency shall have the following duties:

- (a) the initial responsibility for ensuring that contractors and subcontractors are in compliance with any rules, regulations, and procedures promulgated pursuant to this Order;
- (b) to examine the employment practices of contractors and subcontractors in accordance with procedures established by the Office of Human Rights, and report any compliance action to the Director of the Office of Human Rights;
- (c) to comply with the terms of this Order and of the orders, rules, regulations, guidelines, and procedures of the Office of Human Rights issued pursuant thereto in discharging their responsibility for securing contract compliance; and
- (d) to secure compliance with any rules, regulations, and procedures promulgated pursuant to this Order before or after the execution of a contract by methods, of conference, conciliation and persuasion. No enforcement proceedings shall be initiated, nor shall a contract be cancelled or terminated in whole or in part, unless such methods have first been attempted.

6. Procedures: The procedures to be followed in implementing this Order shall be those set forth in

Orders, rules, regulations, and guidelines as may be promulgated by the Office of Human Rights.

7. Severability: If any section, subsection, sentence, clause, phrase, or portion of the provisions in this Order is for any reason declared by any court of competent jurisdiction to be invalid or unconstitutional, such section, subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of this order.
8. Effective Date: This Order shall become effective immediately.

Signed by Marion Barry, Jr.
Mayor

ATTEST: Signed by Clifton B. Smith
Secretary of the District of Columbia

OFFICE OF HUMAN RIGHTS

NOTICE OF FINAL RULEMAKING

The Director of the Office of Human Rights hereby gives notice of the adoption of the following final rules governing standards and procedures for equal employment opportunity applicable to contractors and subcontractors under District of Columbia Government Contracts. Notice of Proposed Rulemaking was published for public comment in the D.C. Register on April 11, 1986 at 33 DCR 2243. Based on some the comments received and upon further review by the Office of Human Rights, minor revisions were made in the rules at the following subsections: 1104.1, 1104.2, 1104.4, 1104.13, 1104.17(e) (5), 1104.28, 1107.1, 1199.1, and at page 15 the definition of minority was written out in addition to citing its D.C. Code. None of the revisions change the intent of the proposed final rules. Final action to adopt these final rules was taken on August 4, 1986, and will be effective upon publication of this notice in the Register.

CHAPTER 11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS

1100. PURPOSE

1100.1 These rules shall govern standards and procedures to be followed by contractors and subcontractors performing under District of Columbia Government contracts for goods and services, including construction contracts, for the purpose of assuring equal employment opportunity for minorities and women.

1100.2 These rules establish requirements for contractors and subcontractors regarding their commitment to observe specific standards for the employment of minorities and women and to achieve affirmative action obligations under District of Columbia contracts. These rules are not intended nor shall be used to discriminate against any qualified applicant for employment or employee.

1101 SCOPE

1101.1 Except as hereinafter exempted, the provisions of this chapter shall apply to all District of Columbia Government contracts subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant to that Mayor's Order.

1102 COVERAGE

1102.1 The provisions of this chapter shall govern the processing of any matter before the Office Human Rights involving the following:

(a) Discrimination in employment on grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap by any District of Columbia Government contractor; and //

(b) Achievement of affirmative action obligations under District of Columbia contracts.

1103 CONTRACT PROVISIONS

1103.1 Each contract for goods and services, including construction contracts, except construction subcontracts for standard commercial supplies or raw materials, shall include as express contractual provisions the language contained in subsections 1103.2 through 1103.10.

1103.2 The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.

- 1103.3 The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to the following:
- (a) Employment, upgrading, or transfer;
 - (b) Recruitment or recruitment advertising;
 - (c) Demotion, layoff, or termination;
 - (d) Rates of pay, or other forms of compensation; and
 - (e) Selection for training and apprenticeship.
- 1103.4 The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections 1103.2 and 1103.3 concerning non-discrimination and affirmative action.
- 1103.5 The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection 1103.2
- 1103.6 The contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contracting Agency, advising each labor union or workers' representative of the contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1103.7 The contractor agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors, books, records, and accounts for such purposes.
- 1103.8 The contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director, or any authorized official.
- 1103.9 The prime contractor shall include in every subcontract the equal opportunity clauses, subsections 1103.2 through 1103.10 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- 1103.10 The prime contractor shall take such action with respect to any subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, however, that in the event the prime contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the prime contractor may request the District to enter into such litigation to protect the interest of the District.
- 1104 **AFFIRMATIVE ACTION PROGRAM**
- 1104.1 Each apparent low bidder for a construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of twenty-five thousand dollars (\$25,000) or more, and each contractor covered under subsection 1105.1, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities and women in the trades, crafts and skills to be used by the contractor in the performance of the contract.

- 1104.2 Each apparent low bidder or offeror for a non-construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of ten thousand dollars (\$10,000) or more, and each contractor covered under subsection 1105.2, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities in the job categories specified in subsection 1108.4.
- 1104.3 To ensure equal opportunity each Affirmative Action Program shall include the following commitments:
- (a) With respect to construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and submit a personnel utilization schedule for all the trades the contractor is to utilize, indicating the actual numbers of minority and female workers that are expected to be a part of the workforce performing under the contract; and
 - (b) With respect to non-construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and shall submit a personnel utilization schedule indicating by craft and skill, the minority composition of the workforce related to the performance of the work under the contract. The schedule shall include all workers located in the facility from which the goods and services are produced and shall include the same information for other facilities which have a significant relationship to the performance of work under the contract.
- 1104.4 If the experience of the contractor with any local union from which it will secure employees indicates that the union will not refer sufficient minorities or women to meet minority or female employment commitments, the contractor shall, not less than ten (10) days prior to the employment of any person on the project subject to the jurisdiction of that local union, do the following:
- (a) Notify the District of Columbia Department of Employment Services and at least two (2) minority and two (2) female referral organizations of the contractor's personnel needs, and request referral of minority and female workers; and
 - (b) Notify any minority and female workers who have been listed with the contractors as awaiting vacancies.
- 1104.5 If, within five (5) working days prior to commencement of work, the contractor determines that the Department of Employment Services or the minority or female referral organizations are unable to refer sufficient minorities or women to meet its commitments, the contractor may take steps to hire, by referral or otherwise, from the local union membership to fill the remaining job openings, provided that it notifies the local union of its personnel needs and of its employment commitments. Evidence of the notification shall be provided to the Contracting Agency.
- 1104.6 The contractor shall have standing requests for additional referrals of minority and female workers with the local union, the Department of Employment Services, and the other referral sources, until such time as the contractor has met its minority and female employment commitments.
- 1104.7 If the contractor desires to lay off some of its employees in a given trade on a construction site, it shall ensure that the required number of minority and female employees remain on the site to meet the minority and female commitments.
- 1104.8 No contractor shall refuse employment to any individual who has minimal facility to speak English except where the contractor can demonstrate that the facility to speak English is necessary for the performance of the job.

- 1104.9 No union with which the contractor has a collective bargaining agreement shall refuse to refer minority and female employees to such contractor.
- 1104.10 To the extent that contractors have delegated the responsibility for some of their employment practices to some other organization or agency which prevents them from meeting their equal opportunity obligations, those contractors shall not be considered to be in compliance with this chapter.
- 1104.11 The obligations of the contractor shall not be reduced, modified, or subject to any provision in any collective bargaining agreement with labor organization which provides that the labor organizations shall have the exclusive or primary opportunity to refer employees.
- 1104.12 When any contractor employs a minority person or woman in order to comply with this chapter, those persons shall be advised of their right to seek union membership, the contractor shall provide whatever assistance may be appropriate to enable that person to obtain membership, and the contractor shall notify the appropriate union of that person's employment.
- 1104.13 The contractor shall not discharge, refuse to employ, or otherwise adversely affect any minority person or woman because of any provision in any collective bargaining agreement, or any understanding, written or oral that the contractor may have with any labor organization.
- 1104.14 If at any time, because of lack of cooperation or overt conduct, a labor organization impedes or interferes with the contractor's Affirmative Action Program, the contractor shall notify the Contracting Agency and the Director immediately, setting forth the relevant circumstances.
- 1104.15 In any proceeding involving a disagreement between a labor organization and the contractor over the implementation of the contractor's Affirmative Action Program, the Contracting Agency and the Office of Human Rights may become a party to the proceeding.
- 1104.16 In determining whether or not a contractor is utilizing minorities and females pursuant to Section 1108, consideration shall be given to the following factors:
- (a) The proportion of minorities and women employed in the trades and as laborers in the construction industry within the District of Columbia;
 - (b) The proportion of minorities and women employed in the crafts or as operatives in non-construction industries within the District of Columbia;
 - (c) The number and ratio of unemployed minorities and women to total unemployment in the District of Columbia;
 - (d) The availability of qualified and qualifiable minorities and women for employment in any comparable line of work, including where they are now working and how they may be brought into the contractor's workforce;
 - (e) The effectiveness of existing training programs in the area, including the number who complete training, the length and extent of training, employer experience with trainees, and the need for additional or expanded training programs; and
 - (f) The number of additional workers that could be absorbed into each trade or line of work without displacing present employees, including consideration of present employee shortages, projected growth of the trade or line of work, and projected employee turnover.
- 1104.17 The contractor's commitment to specific standards for the utilization of minorities and females as required under this chapter shall include a commitment to make every good faith effort to meet

those standards. If the contractor has failed to meet the standards, a determination of "good faith" shall be based upon the contractor's documented equal opportunity efforts to broaden its equal employment program which shall include, but may not necessarily be limited to, the following requirements:

- (a) The contractor shall notify the community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses;
- (b) The contractor shall maintain a file of the names and addresses of each minority and female worker referred to it and what action was taken with respect to each referred worker. If that worker was not sent to the union hiring hall for referral or if the worker was not employed by the contractor, the contractor's file shall be documented and the reasons therefore;
- (c) The contractor shall notify the Contracting Agency and the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority or female worker originally sent to the union by the contractor for union registration, or the contractor has other information that the union referral process has impeded the contractor's efforts to meet its goals;
- (d) The contractor shall participate in training programs related to its personnel needs;
- (e) The contractor shall disseminate its EEO policy internally by doing the following:
 - (1) Including it in any organizational manual;
 - (2) Publicizing it in company newspapers, annual report, etc.;
 - (3) Conducting staff, employee, and union representatives meetings to explain and discuss the policy;
 - (4) Posting; and
 - (5) Reviewing the policy with minority and female employees.
- (f) The contractor shall disseminate its EEO policy externally by doing the following:
 - (1) Informing and discussing it with all recruitment sources;
 - (2) Advertising in news media, specifically including news media directed to minorities and women;
 - (3) Notifying and discussing it with all known minority and women's organizations; and
 - (4) Notifying and discussing it with all subcontractors and suppliers.

1104.18 The contractor shall make specific recruitment efforts, both written and oral, directed at all minority and women's training organizations within the contractor's recruitment area.

1104.19 The contractor shall encourage present employees to assist in the recruitment of minorities and women for employment.

1104.20 The contractor shall validate all qualifications, selection requirements, and tests in accordance with the guidelines of the Equal Employment Opportunity Commission.

- 1104.21 The contractor shall make good faith efforts to provide after school, summer and vacation employment to minority youths and young women.
- 1104.22 The contractor shall develop on-the-job training opportunities, and participate and assist in any association or employer group training programs relevant to the contractor's employee needs.
- 1104.23 The contractor shall continually inventory and evaluate all minority and female personnel for promotion opportunities.
- 1104.24 The contractor shall make sure that seniority practices, job classifications, qualifications, etc. do not have a discriminatory effect on minorities and women.
- 1104.25 The contractor shall make certain that all facilities and company activities are nonsegregated.
- 1104.26 The contractor shall continually monitor all personnel activities to ensure that its EEO policy is being carried out.
- 1104.27 The contractor may utilize minority banking facilities as depositories for funds which may be involved, directly or indirectly, in the performance of the contract.
- 1104.28 The contractor shall employ minority and female workers without respect to union membership in sufficient numbers to meet the minority and female employment standards, if the experience of the contractor with any labor union from which it will secure employees does not indicate that it will refer sufficient minorities and females to meet its minority and female employment standards.
- 1104.29 The contractor shall ensure that all of its employees as well as those of its subcontractors are made knowledgeable about the contractor's equal opportunity policy.
- 1104.30 [Reserved]
- 1104.31 Each contractor shall include in all bid invitations or other pre-bid communications, written or otherwise, with respect to prospective subcontractors, the standards, as applicable, which are required under this chapter.
- 1104.32 Whenever a contractor subcontracts a portion of the work in any trade, craft or skill it shall include in the subcontract, its commitment made under this chapter, as applicable, which shall be adopted by its subcontractors who shall be bound thereby and by the regulations of this chapter to the full extent as if it were the prime contractor.
- 1104.33 The prime contractor shall give notice to the Director and the Contracting Agency of any refusal or failure of any subcontractor to fulfill its obligations under this chapter.
- 1104.34 Failure of compliance by any subcontractor shall be treated in the same manner as a failure by the prime contractor.
- 1105 EXEMPTIONS
- 1105.1 Prospective construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than twenty-five thousand dollars (\$25,000); provided, that when a construction contractor accumulates contracts amounting to twenty-five thousand dollars (\$25,000) or more within a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.
- 1105.2 Prospective non-construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than ten thousand dollars (\$10,000); provided, that when

a non-construction contractor accumulates contracts amounting to ten thousand dollars (\$10,00) or more during a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.

1106 NONRESPONSIBLE CONTRACTORS

1106.1 If a bidder or offeror fails either to submit a complete and satisfactory Affirmative Action Program or to submit a revised Affirmative Action Program that meets the approval of the Director, as required pursuant to this chapter, the Director may direct the Contracting Officer to declare the bidder or offeror to be nonresponsible and ineligible for award of the contract.

1106.2 Any untimely submission of an Affirmative Action Program may, upon order of the Director, be rejected by the Contracting Officer.

1106.3 In no case shall there be any negotiation over the provision of specific utilization standards submitted by the bidder or offeror after the opening of bids or receipt of offer and prior to award.

1106.4 If any directive or order relating to nonresponsibility is issued under this section, the Director shall afford the bidder or offeror a reasonable opportunity to be heard in opposition to such action in accordance with subsection 1118.1, or in support of a request for waiver under section 1109.

1107 NOTICE OF COMPLIANCE

1107.1 Each Contracting Agency shall include, or require the contract bidder or offeror to include, in the invitation for bids or other solicitation used for a D.C. Government-involved contract, a notice stating that to be eligible for consideration, each bidder or offeror shall be required to comply with the provisions of this chapter for the trades, crafts and skills to be used during the term of the performance of the contract whether or not the work is subcontracted.

1108 MINIMUM STANDARDS FOR MINORITY AND FEMALE EMPLOYMENT

1108.1 The minimum standards for the utilization of minorities in the District of Columbia Government construction contracts shall be forty-two percent (42%) in each trade for each project, and an aggregate workforce standard of six and nine-tenths percent (6.9%) for females in each project. Any changes in Federal standards pertaining to minority group and female employment in Federally-involved construction contracts shall be taken into consideration in any review of these requirements.

1108.2 The construction contractor's standards established in accordance with subsection 1108.1 shall express the contractor's commitment of the forty-two percent (42%) of minority personnel who will be working in each specified trade on each of the contractor's District of Columbia Government projects, and the aggregate standard of six and nine-tenths percent (6.9%) for the employment of females in each District of Columbia Government contract.

1108.3 The hours for minority and female workers shall be substantially uniform throughout the entire length of the construction contract for each trade used, to the effect that the same percentage of minority workers in the trades used shall be working throughout the length of work in each trade on each project, and the aggregate percentage in each project for females.

1108.4 The minimum standard for the utilization of minorities in non-construction contracts shall be twenty-five percent (25%) in each of the following nine (9) job categories:

(a) Officials and managers;

(b) Professionals;

- (c) Technicians;
- (d) Sales workers;
- (e) Office and clerical workers;
- (f) Craftpersons (Skilled);
- (g) Operative (Semi-skilled);
- (h) Laborers (Unskilled); and
- (i) Service workers.

1108.5 With respect to non-construction contracts the contractor's standards established in accordance with subsection 1108.4 shall express the contractor's commitment of the twenty-five percent (25%) of minority personnel who will be working in each specified craft or skill in each contract.

1109 WAIVERS

1109.1 The Director may grant a waiver to a prospective contractor from the requirement to submit a set of minimum standards for the employment of minorities and women in a particular contract, if before the execution of the contract and approval of the Affirmative Action Program, the contractor can document and otherwise prove it is unable to meet the standards in the performance of the contract.

1110 SOLICITATION OF CONTRACT

1110.1 Each solicitation for contract covered by section 1104 shall contain a statement that contractors shall comply with the minimum standards established pursuant to these rules for ensuring equal opportunity.

1110.2 The contract solicitation shall require that each bidder or offeror certify that it intends to meet the applicable minimum standards in section 1108 in order to be considered for the contract.

1111 PRIOR TO EXECUTION OF CONTRACT

1111.1 Upon being designated the apparent low bidder or offeror, that contractor shall submit a detailed Affirmative Action Program that sets forth the following:

- (1) The composition of its current total workforce; and
- (2) The composition of the workforce by race, color, national origin, and sex to be used in the performance of the contract and that of all known subcontractors that will be utilized to perform the contract.

1111.2 The apparent low bidder or offeror shall submit an Affirmative Action Program in accordance with section 1104 describing the actions it will take to ensure compliance with this chapter which shall be subject, prior to the execution of any contract, to the approval of the Director.

1111.3 If the Office of Human Rights does not act within ten (10) working days after the receipt of the Affirmative Action Program sent for approval, the Contracting Agency may proceed on its own determination to execute the contract.

- 1111.4 The apparent low bidder or offeror shall submit an Affirmative Action Program within a period of time to specified by each Contracting Agency, but which shall not exceed ten (10) working days after becoming the apparent contractor.
- 1111.5 The apparent low bidder or offeror shall furnish all information and reports to the Contracting Agency as required by this chapter, and shall permit access to all books or records pertaining to its employment practices or worksites.
- 1111.6 No contract subject to section 1104 shall be executed by the Contracting Agency, if the apparent low bidder or offeror does not submit an Affirmative Action Program, or if the Program has been disapproved in writing by the Director.
- 1111.7 If there is disagreement between the contractor and the Contracting Officer as to the adequacy of the Affirmative Action Program, the matter shall be referred to the Director for a decision.

1112 AFTER EXECUTION OF CONTRACT

- 1112.1 Each contractor shall maintain throughout the term of the contract the minimum standards for the employment of minorities and women, as set forth in the approved Affirmative Action Program.
- 1112.2 Each contractor shall require that each subcontractor, or vendor under the contract comply with the provision of the contract and the Affirmative Action Program.
- 1112.3 Each contractor shall furnish all information as required by this chapter, and permit access to all books and records pertaining to the contractor's employment practices and work sites by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter.

1113 MONITORING AND EVALUATION

- 1113.1 The Director shall, from time to time, monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Program of their contractors, to ensure compliance with the equal opportunity obligations in contracts, as provided for in this chapter.

1114 AFFIRMATIVE ACTION TRAINING PROGRAM

- 1114.1 Each contractor, in fulfilling its affirmative action responsibilities under a contract with the District of Columbia Government, shall be required to have, as part of its Affirmative Action Program, an existing training program for the purpose of training, upgrading, and promotion of minority and female employees or to utilize existing programs. Those programs shall include, but not be limited to, the following:

- (a) To be consistent with its personnel requirements, the contractor shall make full use of the applicable training programs, including apprenticeship, on-the job training, and skill refinement training for journeymen. Recruitment for the program shall be designed to provide for appropriate participation by minority group members and women;
- (b) The contractor may utilize a company-operated skill refinement training program. This program shall be formal and shall be responsive to the work to be performed under the contract;
- (c) The contractor may utilize formal private training institutions that have as their objective training and skill refinement appropriate to the classification of the workers employed. When training is provided by a private organization the following information shall be supplied:

- (1) The name of the organization;
- (2) The name, address, social security number, and classification of the initial employees and any subsequent employees chosen during the course of the contract; and
- (3) The identity of the trades, and crafts or skills involved in the training.

1114.2 If the contractor relies, in whole or in part, upon unions as a source of its workforce, the contractor shall use its best efforts, in cooperation with unions, to develop joint training programs aimed toward qualifying more minorities and females for membership in the union, and increasing the skills of minority and female employees so that they may qualify for higher paying employment.

1114.3 Approval of training programs by the Contracting Agency shall be predicated, among other things, upon the quality of training, numbers of trainees and trades, crafts or skills involved, and whether the training is responsive to the policies of the District of Columbia and the needs of the minority and female community. Minority and female applicants for apprenticeship or training should be selected in sufficient numbers as to ensure an acceptable level of participation sufficient to overcome the effects of past discrimination.

1115 COMPLIANCE REVIEW

1115.1 The Director and the Contracting Agency shall review the contractor's employment practices during the performance of the Contract. Routine or special reviews of contractors shall be conducted by the Contracting Agency or the Director in order to ascertain the extent to which the policy of Mayor's Order No. 85-85, and the requirements in this chapter are being implemented and to furnish information that may be useful to the Director and the Contracting Agency in carrying out their functions under this chapter.

1115.2 A routine compliance review shall consist of a general review of the practices of the contractor to ascertain compliance with the requirements of this chapter, and shall be considered a normal part of contract administration.

1115.3 A special compliance review shall consist of a comprehensive review of the employment practices of the contractor with respect to the requirements of this chapter, and shall be conducted when warranted.

1116 ENFORCEMENT

1116.1 If the contractor does not comply with the equal opportunity clauses in a particular contract, including subsections 1103.2 through 1103.10 of this chapter, that contract may be cancelled in whole or in part, and the contractor may be declared by the Director or the Contracting Officer to be ineligible for further District of Columbia Government Contracts subject to applicable laws and regulations governing debarment.

1116.2 If the contractor meets its goals or if the contractor can demonstrate that it has made every good faith effort to meet those goals, the contractor will be presumed to be in compliance with this chapter, and no formal sanction shall be instituted unless the Director otherwise determines that the contractor is not providing equal employment opportunity.

1116.3 When the Director proceeds with a formal hearing she or he has the burden of proving that the contractor has not met the requirements of this chapter, but the contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of this chapter.

1117 COMPLAINTS

- 1117.1 The Director may initiate investigations of individual instances and patterns of discriminatory conduct, initiate complaints thereupon and keep the Contracting Agency informed of those actions.
- 1117.2 If the investigation indicates the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter the matter may be resolved by the methods of conference, conciliation, mediation, or persuasion.
- 1117.3 If an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter is not resolved by methods of conference, conciliation, mediation, or persuasion, the Director of the Contracting Officer may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated.
- 1117.4 Any employee of any District of Columbia Government contractor or applicant for employment who believes himself or herself to be aggrieved may, in person or by an authorized representative, file in writing, a complaint of alleged discrimination with the Director.

1118 HEARINGS

- 1118.1 In the event that a dispute arises between a bidder, offeror or prospective contractor and the Director or the Contracting Officer as to whether the proposed program of affirmative action for providing equal employment opportunity submitting by such bidder, offeror or prospective contractor complies with the requirements of this chapter and cannot be resolved by the methods of conference, conciliation, mediation, or persuasion, the bidder, offeror or prospective contractor in question shall be afforded the opportunity for a hearing before the Director.
- 1118.2 If a case in which an investigation by the Director or the Contracting Agency has shown the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 is not resolved by the methods specified in subsection 1117.2, the Director may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated. The contractor in question shall also be afforded the opportunity for a hearing before the Director.
- 1118.3 The Director may hold a hearing on any complaint or violation under this chapter, and make determinations based on the facts brought before the hearing.
- 1118.4 Whenever the Director holds a hearing it is to be held pursuant to the Human Rights Act of 1977, a notice of thirty (30) working days for the hearing shall be given by registered mail, return receipt requested, to the contractor in question. The notice shall include the following:
- (a) A convenient time and place of hearing;
 - (b) A statement of the provisions in this chapter or any other laws or regulations pursuant to which the hearing is to be held; and
 - (c) A concise statement of the matters to be brought before the hearing.
- 1118.5 All hearings shall be open to the public and shall be conducted in accordance with rules, regulations, and procedures promulgated pursuant to the Human Rights Act of 1977.

1119 SANCTIONS

- 1119.1 The Director, upon finding that a contractor has failed to comply with the non-discrimination provisions of the contract required under section 1103, or has failed to make a good faith effort to achieve the utilization standards under an approved Affirmative Action Program, may impose sanctions contained in this section in addition to any sanction or remedies as may be imposed or invoked under the Human Rights Act of 1977.
- 1119.2 Sanctions imposed by the Director may include the following:
- (a) Order that the contractor be declared ineligible from consideration for award of District of Columbia Government contracts or subcontracts until such time as the Director may be satisfied that the contractor has established and will maintain equal opportunity policies in compliance with this chapter; and
 - (b) Direct each Contracting Officer administering any existing contract to cancel, terminate, or suspend the contract or any portion thereof, and to deny any extension, modification, or change, unless the contractor provides a program of future compliance satisfactory to the Director.
- 1119.3 Any sanction imposed under this chapter may be rescinded or modified upon reconsideration by the Director.
- 1119.4 An appeal of any sanction imposed by order of the Director under this chapter may be taken pursuant to applicable clauses of the affected contract or provisions of law and regulations governing District of Columbia Government contracts.
- 1120 NOTIFICATIONS
- 1120.1 The Director shall forward in writing notice of his or her findings of any violations of this chapter to the Contracting Officer for appropriate action under the contract.
- 1120.2 Whenever it appears that the holder of or an applicant for a permit, license or franchise issued by any agency or authority of the Government of the District of Columbia is a person determined to be in violation of this chapter the Director may, at any time he or she deems that action the Director may take or may have taken under the authority of this chapter, refer to the proper licensing agency or authority the facts and identities of all persons involved in the violation for such action as the agency or authority, in its judgement, considers appropriate based upon the facts thus disclosed to it.
- 1120.3 The Director may publish, or cause to be published, the names of contractors or unions which have been determined to have complied or have failed to comply with the provisions of the rules in this chapter.
- 1121 DISTRICT ASSISTED PROGRAMS
- 1121.1 Each agency which administers a program involving leasing of District of Columbia Government owned or controlled real property, or the financing of construction under industrial revenue bonds or urban development action grants, shall require as a condition for the approval of any agreement for leasing, bond issuance, or development action grant, that the applicant undertake and agree to incorporate, or cause to be incorporated into all construction contracts relating to or assisted by such agreements, the contract provisions prescribed for District of Columbia Government contracts by section 1103, preserving in substance the contractor's obligation under those provision.
- 1199 DEFINITIONS

1199.1

The following words and phrases set forth in this section, when used in this chapter, shall have the following meanings ascribed:

Contract – any binding legal relationship between the District of Columbia and a contractor for supplies or services, including but not limited to any District of Columbia Government or District of Columbia Government assisted construction or project, lease agreements, Industrial Revenue Bond financing, and Urban Development Action grant, or for the lease of District of Columbia property in which the parties, respectively, do not stand in the relationship of employer and employee.

Contracting Agency – any department, agency, or establishment of the District of Columbia which is authorized to enter into contracts.

Contracting Officer – any official of a contracting agency who is vested with the authority to execute contracts on behalf of said agency.

Contractor – any prime contractor holding a contract with the District of Columbia Government. The term shall also refer to subcontractors when the context so indicates.

Director – the Director of the Office of Human Rights, or his or her designee.

Dispute – any protest received from a bidder or prospective contractor relating to the effectiveness of his or her proposed program of affirmative action for providing equal opportunity.

Minority – Black Americans, Native Americans, Asian Americans, Pacific Islander Americans, and Hispanic Americans. In accordance with D.C. Code, Section 1-1142(1) (Supp. 1985).

Subcontract – any agreement made or executed by a prime contractor or a subcontractor where a material part of the supplies or services, including construction, covered by an agreement is being obtained for use in the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures issued pursuant thereto.

Subcontractor – any contractor holding a contract with a District prime contractor calling for supplies or services, including construction, required for the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant thereto.

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TAX CERTIFICATION AFFIDAVIT

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF TAX AND REVENUE



TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date: _____

Name of Organization/Entity: _____

Address: _____

Business Telephone No.: _____

Principal Officer:

Name: _____ Title: _____

Soc. Sec. No.: _____

Federal Identification No.: _____

Contract No.: _____

Unemployment Insurance Account No.: _____

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

	Current	Not Current	Not Applicable
District: Sales and Use	()	()	()
Employer Withholding	()	()	()
Ball Park Fee	()	()	()
Corporation Franchise	()	()	()
Unincorporated Franchise	()	()	()
Personal Property	()	()	()
Real Property	()	()	()
Individual Income	()	()	()

The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.

This affidavit must be notarized and becomes void if not submitted within 90 days of the date notarized.

Signature of Authorizing Agent

Title

Print Name

Notary: DISTRICT OF COLUMBIA, ss:

Subscribed and sworn before me this _____ day of _____ Month and Year

Notary Public: _____

My Commission Expires: _____

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BID BOND

NOTE:

As required under D.C. Official Code 2-305.02(b) and Article 12 of Standard Contract Provisions for use with the District's Construction Contracts, each bidder must submit a Bid guarantee in the amount of 5% of the total bid price with his/her bid.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

BID BOND (See Instructions on 2 nd page)		Date Bond Executed: (Must Not be Later Than Bid Opening Date)			
PRINCIPAL (Legal Name and Address)		TYPE OF ORGANIZATION ("X")			
		<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
		<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
		STATE OF INCORPORATION			
SURETY(IES) (Name(s) and Address(es))		PENAL SUM OF BOND			
		AMOUNT NOT TO EXCEED			5% OF BID
		MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
		BID IDENTIFICATION			
		BID OPENING DATE		INVITATION NO.	
<p>KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called "the District", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the bid identified above. NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.</p> <p>IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this bid bond and have affixed their seals on the date set forth above.</p>					
PRINCIPAL					
1. SIGNATURE		1. ATTEST		Corporate Seal	
Seal					
Name & Title (typed)		Name & Title (typed)			
2. SIGNATURE		2. ATTEST		Corporate Seal	
Seal					
Name & Title (typed)		Name & Title (typed)			

Basement Renovations at the Southeast Neighborhood Library
Solicitation Number: DCPL-2008-I-0035

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CERTIFICATION AS TO CORPORATION

CERTIFICATE AS TO CORPORATION

I, _____, certify that I am _____,
Secretary of the Corporation, named as Principal herein, that _____, who signed this bond, on
behalf of the Principal, was then of said Corporation; that I know his signature, and his signature thereto is genuine; that said bond
was duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its
corporate powers.

Secretary of Corporation

SURETY(IES)

1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

INSTRUCTIONS

1. This form shall be used whenever a bid guaranty is required in connection with construction, alteration and repair work.
2. Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated "Principal" on the face of this form. If practicable, bond should be signed by the President or Vice President; if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto.
CERTIFICATE AS TO CORPORATION must be executed by Corporate Secretary or Assistant Secretary.
3. Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall attach hereto an adequate Power-Of-Attorney for each representative signing the bond.
4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
5. Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.

Basement Renovations at the Southeast Neighborhood Library
Solicitation Number: DCPL-2008-I-0035

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**CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION**

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- A. Each signature of the Bidder is considered to be a certification by the signatory that:
- (a) The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Bidder or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a Bid, or
 - (iii) the methods or factors used to calculate the prices in the Bid;
 - (b) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
 - (c) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.
- B. Each signature on the bid is considered to be a certification by the signatory that the signatory;
- (a) Is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A(a) through A(c) above; or
 - (b)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A(a) through A(c) above:
-
- (insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Bidder's organization);
- (ii) As an authorized agent, does certify that the principals named in subsection B(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above.
- C. If the Bidder deletes or modifies subparagraph A (b) above, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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EMPLOYMENT AGREEMENT

FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: _____

Contract Amount: _____

Project Name: _____

Project Address: _____ Ward: _____

Nonprofit Organization with 50 Employees or Less: (Yes) ____ (No) ____

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as DOES, and _____, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

- A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.
- B. The EMPLOYER shall require all contractors and subcontractors, with contracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.

- E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.
- F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract.
- G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156, as amended, are included.
- I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.
- J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least \$500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.
- K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

- B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.
- D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

III. REFERRAL

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

IV. PLACEMENT

- A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.
- B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.
- D. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

V. TRAINING

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.
 - 2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.

3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.
- D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:
 1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or
 2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
- F. The Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:
 1. A good faith effort to comply is demonstrated by the contractor;
 2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area;

The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.

- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.
- H. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the project be District residents.
- I. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.
- J. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?

YES NO

If yes, certification number: _____

X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?

YES NO

If yes, D.C. Apprenticeship Council Registration Number: _____

XI. Indicate whether your firm is a subcontractor on this project: YES NO

If yes, name of prime contractor: _____

Dated this _____ day of _____ 20 _____

Signature Dept. of Employment Services

Signature of Employer

Name of Company

Address

Telephone

E-mail

EMPLOYMENT PLAN

NAME OF FIRM _____

ADDRESS _____

TELEPHONE NUMBER _____ FEDERAL IDENTIFICATION NO. _____

CONTACT PERSON _____ TITLE _____

E-mail: _____ TYPE OF BUSINESS: _____

ORIGINATING DISTRICT AGENCY _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT _____ FUNDING AMOUNT _____

PROJECTED START DATE _____ PROJECT DURATION _____

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

CURRENT EMPLOYEES: Please list the names and social security numbers of all current employees including apprentices and trainees who will be employed on the project. Attach additional sheets as needed.

[illegible]

K-10

**CERTIFICATION UNDER “BUY
AMERICAN ACT”**

Basement Renovations at the Southeast Neighborhood Library
Solicitation Number: DCPL-2008-I-0035

BUY AMERICAN CERTIFICATION

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product, and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

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**CERTIFICATION AS TO TYPE OF
BUSINESS ORGANIZATION**

TYPE OF BUSINESS ORGANIZATION

The Bidder, by checking the applicable box, represents that

(1) It operates as:

a corporation incorporated under the laws of the State of _____
an individual,
a partnership,
a nonprofit organization, or
a joint venture; or

(2) If the Bidder is a foreign entity, it operates as:

an individual,
a joint venture, or
a corporation registered for business in _____
(Country)

PART V

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 SITE VISIT:

Prospective bidders are strongly advised to visit the site of the proposed work to inspect and familiarize themselves with the extent of the work. Failure to thoroughly investigate said job conditions will not be accepted as a proper basis for considering an alleged error in bid or for payment of extras under, or revision to, the contract or in any other way as grounds for asserting a claim against the District. **Site visit will be Monday, August 18, 2008 at 3307 G Street NW Washington, DC from 10:00 a.m. to 12:00 noon..**

L.2 PRE-BID CONFERENCE:

A pre-bid conference to discuss the contents of this solicitation and other pertinent matters will be held at 10:00a.m. local time, on **Tuesday, August 19, 2008 at the following location:**

901 G Street Northwest Washington, D.C. 20001 room 444.

Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the Pre-Bid Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation.

L.3 POST AWARD CONFERENCE:

A post award conference with the Contractor is required. It will be scheduled within 10 calendar days after the date of contract award. The Contractor will be notified of the exact date and time. The conference will be held at the following address:

**District of Columbia Public Library
901 G Street NW SUITE 444
Washington, DC 20001**

L.4 CONTRACT AWARD:

- A. The District reserves the right to accept/reject any/all Contract Line Items (CLIN's) in the bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- B. The District intends, but is not obligated, to award a contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

L.5 PREPARATION AND SUBMISSION OF BIDS:

Bidders shall submit **one (1) signed original** plus **two (2) copies** of the bid. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the Bidder's offer shall constitute the formal contract.

Each bid shall be submitted in a sealed envelope conspicuously marked on the outside:

"Bid in Response to Solicitation No. DCPL-2008-I-0042."

- L.5.1** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.5.2** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.5.3** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation, or if the solicitation package is obtained from any source other than the District's official source listed below. Bidders shall make no changes to the requirements set forth in the solicitation.

L.6 BID SUBMISSION DATE AND TIME:

Bids must be submitted no later than **2:00PM** local time on **Friday, August 29, 2008.**

L.7 WITHDRAWAL OR MODIFICATION OF BIDS:

A Bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.8 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS:

- A. Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be

considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

1. The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids; or
2. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

B. Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the Bidder can furnish evidence from the postal authorities of timely mailing.

C. Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

D. Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

E. Late Modifications

A late modification of a successful bid that makes its terms more favorable to the District shall be considered at any time it is received and may be accepted.

L.9 HAND DELIVERY OR MAILING OF BIDS TO:

**District of Columbia Public Library
Office of Procurement
901 G Street NW Suite 401
Washington, DC
Attn: Wayne R. Minor, Chief Procurement Officer**

L.10 Submission of Subcontracting Plan:

Within ten calendar days after the bid opening, each bidder shall submit a certified and notarized subcontracting plan for approval by the Contracting Officer. This plan shall meet the requirements described under Section M.3.1 of this solicitation. A certified LSDBE prime who plans not to subcontract any portion of the contract work shall still submit such a plan stating so in writing. A Contractor cannot make any changes to its subcontracting plan without prior written approval by the Contracting Officer. The approved plan will be incorporated into and become part of the contract.

L.11 ERRORS IN BIDS

Bidders are expected to read and fully understand information and requirements in the solicitation; failure to do so will be at the Bidder's risk. In the event of a discrepancy between the unit price and the total price, the unit price will govern.

L.12 QUESTIONS ABOUT THE SOLICITATION:

If a prospective Bidder has any questions relative to this solicitation, the prospective Bidder shall submit the questions in writing to the Contracting Officer. The prospective Bidder shall submit questions no later than ten (10) calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) calendar days before the date set for submission of bid. The District will furnish responses promptly to all other prospective Bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.13 FAILURE TO SUBMIT BIDS:

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Office of Procurement, Chief Procurement Officer, 901 G Street, N.W., Suite 401, Washington, DC 20001, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Chief Procurement Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.14 BID PROTESTS:

Any actual or prospective Bidder or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing,

with the Contract Appeals Board, 717 - 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

L.15 SIGNING OF BIDS:

- A. The Contractor shall sign the bid and print or type its name on the bid form in the attached Bid Form Package. Each bid must show a full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.
- B. All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the Bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.16 ACKNOWLEDGMENT OF AMENDMENTS:

The Bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in item 20 of page 1 (Solicitation, Offer, Award Form) of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.17 ACCEPTABLE BID GUARANTEES:

- A. A bid guarantee in the amount of 5% of the bid price is required with bids over \$100,000.00. If a bidder fails to provide the required bid guarantee, such failure will require rejection of the bid.
- B. Types of guarantees acceptable to the District of Columbia:
 - 1. A bond provided by a surety in accordance with 27 DCMR Chapter 2708.
 - 2. A certified check or irrevocable letter of credit issued by an insured financial institution in the equivalent amount of the security; or
 - 3. United States government securities that are assigned to the District which pledge the full faith and credit of the United States.

L.18 ACCEPTANCE PERIOD:

The bidder agrees that its bid remains valid for a period of 90 calendar days from the bid opening date. However, if for administrative reasons, the District is unable to make an award within this time period, the Contracting Officer will request the Contractor and his/her surety to extend the bid bond for an additional thirty (30) days.

L.19 LEGAL STATUS OF BIDDER:

- A. Each bid must provide the following information:
- B. Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Bidder;
- C. District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;
- D. If the Bidder is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements; and
- E. The District reserves the right to request additional information regarding the Bidder's organizational status.

L.20 LOCAL OPERATING FACILITIES:

The Contractor shall provide and maintain its own operating quarters. Such quarters shall be of sufficient size and capacity and have the necessary facilities to adequately carry out the work to be performed under the contract.

_____ LOCAL ADDRESS	_____ LOCAL TELEPHONE NUMBER/FAX
_____ PAGER NUMBER	_____ EMERGENCY NUMBER
_____ EMERGENCY CONTACT PERSON	

L.21 TECHNICAL INFORMATION:

For technical information concerning this solicitation, please contact:

**Mr. Dedric Boyd
202-727-1113**

L.22 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF SOLICITATION:

All contractual correspondence must be directed to:

Mr. James Jenkins
Office Number : 202-727-1146

L.23 BID DOCUMENTS:

- A. Persons who obtain bidding materials from anyone other than the District's official source as specified under Section L.9 are hereby notified that any addenda/amendments issued under this solicitation, and not acknowledged by a bidder could affect the bid amount and/or responsiveness determinations.
- B. The District Government assumes no responsibility for furnishing any addenda/amendments to anyone who obtains bidding materials through other than the official channels.
- C. Amendments/Addenda to bidding documents and bidding material are available from the issuing office.

L.24 EXAMINATION OF BID DOCUMENTS AND SITE OF WORK:

Bidders will be held to have:

- A. Checked all measurements and visible features which would in any manner affect the work to be performed.
- B. Verified conditions at the site.

L.25 PAYMENT AND PERFORMANCE BONDS:

Article 12 Section C of the Instructions to Bidders of the Standard Contract Provisions for Construction Contracts, 1973, is amended to incorporate the provisions of the District of Columbia Procurement Practices Act of 1985, D.C. Official Code § 2-305.04(b), and 27 DCMR § 2703.3, which require payment bonds to be in an amount not less than 50% of the amount payable by the terms of the contract and performance bonds to be in an amount not less than 100% of the amount payable by the terms of the contract.

L.26 Standards of Responsibility

Pursuant to Title 19 DCMR §4368.2, the prospective Contractor shall submit the following documentation, within ten (10) days of the request by the District, in order to be determined responsible:

- a. Evidence of financial resources adequate to perform the Contract, or ability to obtain them;
- b. Evidence of ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- c. A satisfactory performance record;

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- d. A satisfactory record of integrity and business ethics;
- e. The necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them;
- f. The necessary production, construction and technical equipment and facilities or the ability to obtain them, and
- g. Other qualifications and eligibility criteria necessary to receive an award under the applicable laws and regulations, e.g. compliance with the applicable District licensing and tax laws and regulations.

If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

PART V

SECTION M - EVALUATION PREFERENCE POINTS

**OPEN MARKET CLAUSES WITH SBE SUBCONTRACTING SET-ASIDE
(SUPPLIES AND SERVICES)**

M.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1 Required Small Business Enterprise (SBE) Subcontracting Set-Aside

50% of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as small business enterprises. Any prime contractor responding to this solicitation shall submit within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

M.1.2 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.1.2.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.1.2.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.2.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

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- M.1.2.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.1.2.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.1.2.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.1.3 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.1.3.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.1.3.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.1.3.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.1.3.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.1.3.5 Any prime contractor that is an DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.1.3.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.1.4 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.5 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.1.6 Vendor Submission for Preferences

M.1.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.1.6.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.1.6.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.1.6.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.1.6.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.1.7 Subcontracting Plan

Any prime contractor responding to a solicitation in which there is an SBE subcontracting set-aside, shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

M.1.7.1 A description of the goods and services to be provided by SBEs;

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- M.1.7.2 A statement of the dollar value of the bid or proposal that pertains to the subcontracts to be performed by the SBEs;
- M.1.7.3 The names and addresses of all proposed subcontractors who are SBEs;
- M.1.7.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.1.7.5 A description of the efforts the prime contractor will make to ensure that SBEs will have an equitable opportunity to compete for subcontracts;
- M.1.7.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.1.7.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.1.7.8 List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- M.1.7.9 A description of the prime contractor's recent effort to locate SBEs and to award subcontracts to them.

M.1.8 Enforcement and Penalties for Willful Breach of Subcontracting Plan

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.